

REQUEST FOR PROPOSAL #56-05 COMMUNITY SERVICES NEEDS ASSESSMENT AND ORGANIZATIONAL ANALYSIS

Sealed proposals addressed to the City of Rockville, Maryland for <u>COMMUNITY SERVICES</u> <u>NEEDS ASSESSMENT AND ORGANIZATIONAL ANALYSIS</u> will be received at the Purchasing Division, Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850 until 3:00 P.M., on TUESDAY, MAY 31, 2005.

RECEIPT AND HANDLING OF PROPOSALS

The proposer assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered. In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

- 1. By downloading the document from the City's website at http://www.rockvillemd.gov. Click on bids and proposals.
- 2. Call the Purchasing Division at (240) 314-8430 and we will mail the RFP to you, or
- 3. You may visit the Purchasing Division and pick up a proposal packet between the hours of 8:30 a.m. 5:00 p.m., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, MD 20850. Call (240) 314-5048 for directions.

ADDENDA ON WEBSITE

Changes and addenda to the proposal solicitation may occur prior to proposal closing and/or opening. Addenda will be posted on the City's website at www.rockvillemd.gov. Proposers are responsible for checking the website listing frequently for any proposal changes or addenda. Proposers are required to acknowledge receipt of all addenda upon submission of proposal documents.

GENERAL PROJECT DESCRIPTION

The City of Rockville seeks consulting services to conduct a needs assessment and organizational analysis of selected programs offered by the City of Rockville, including services of the Community Services Department, Human Rights/Community Mediation Program, and Landlord/Tenant Program. This study will include an assessment of what human services are needed by Rockville residents; what programs currently exist to address these needs, including programs operated by the City, Montgomery County and local nonprofit social service agencies; and alternative service models.

Further, the study will conduct an in-depth analysis of current staffing and workloads, program outcomes data and stakeholder satisfaction data to evaluate the cost-efficiency and effectiveness of current Community Services, Human Rights/Community Mediation and Landlord/Tenant programs, together with assessments of where these programs should be placed within the organization and their optimum relationship to other related service providers. The consultant will engage nonprofit service providers, City commission members, neighborhood leaders, City and County staff and other key stakeholders in this process.

PRE-PROPOSAL MEETING

A pre-proposal meeting will be held at the **Rockville City Hall, Mayor and Council Chambers, 111 Maryland Avenue, Rockville, Maryland 20850, at 2:30 p.m. on Monday, May 16, 2005.** While attendance is not mandatory, all proposers are strongly urged to attend. Please call (240) 314-5048 for directions.

SUBMITTAL OF PRE-PROPOSAL QUESTIONS

To facilitate a timely response to questions at the pre-proposal meeting, prospective proposers are requested to submit any questions requiring clarification of the City's requirements or specifications in advance to Ms. Mary Lou Jacobs, Interim Director of Community Services. Questions may be e-mailed to: mjacobs@rockvillemd.gov, faxed to (240) 314-8109, or mailed to City of Rockville, City Hall, 111 Maryland Avenue, Rockville, MD 20850.

PROJECT INQUIRIES

General project inquiries concerning this proposal should be directed to Ms. Mary Lou Jacobs, Interim Director of Community Servies, at (240) 314-8303, or e-mailed to: mjacobs@rockvillemd.gov, or faxed to: (240) 314-8109. Oral answers to questions relative to interpretation of the specifications or the proposal submission process will not be binding on the City, unless expressed in the form of an addendum to the specifications issued by the Purchasing Division to all prospective offerors before the date set for receipt of proposals. Such addendums, if issued, will be posted on the City's website at http://www.rockvillemd.gov.

CONTRACTUAL INQUIRIES

Contractual inquiries concerning the preparation or submission of a proposal should be directed to Mr. Basil Boobas, Purchasing Supervisor, at (240) 314-8430, or e-mail: bboobas@rockvillemd.gov.

AWARD

Award will be made to the qualified offeror obtaining the highest score combining price and technical qualifications.

AGREEMENT

The successful contractor shall be required to complete a two-party standard form of agreement. A sample agreement is attached. <u>No revisions to the agreement will be allowed</u>.

FUTURE SOLICITATIONS

Failure to respond to this proposal either by submission of a proposal or notice in writing that you are unable to submit a proposal but wish to remain on the active proposal mailing list will result in the removal of your name from future solicitation mailing lists. Written notice can be sent via e-mail to: mheckhaus@rockvillemd.gov or by fax to 240-314-8439.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations, in order to enter into a contract with the City. "Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate of foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Within the State of Maryland please call 1-888-246-5941. Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their proposals their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). This number shall be inserted in the proposal.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

SPECIFICATIONS COMMUNITY SERVICES NEEDS ASSESSMENT AND ORGANIZATIONAL ANALYSIS CITY OF ROCKVILLE

GENERAL PROJECT DESCRIPTION

The City of Rockville seeks consulting services to conduct a needs assessment and organizational analysis of selected programs offered by the City of Rockville, including services of the Community Services Department, Human Rights/Community Mediation Program, and Landlord/Tenant Program. This study will include an assessment of what human services are needed by Rockville residents; what programs currently exist to address these needs, including programs operated by the City, Montgomery County and local nonprofit social service agencies; and alternative service models. Further, the study will conduct an in-depth analysis of current staffing and workloads, program outcomes data and stakeholder satisfaction data to assess the cost-efficiency and effectiveness of current Community Services, Human Rights/Community Mediation and Landlord/Tenant programs, together with assessments of where these programs should be placed within the organization and their optimum relationship to other related service providers. The consultant will engage nonprofit service providers, City commission members, neighborhood leaders, City and County staff and other key stakeholders in this process.

The study will produce the following deliverables: (1) an assessment of human service needs, deficiencies and opportunities facing Rockville residents; (2) a description of existing programs available to Rockville residents that address these needs, deficiencies and opportunities; (3) an organizational analysis and evaluation of current staffing and effectiveness of the City's programs; (4) options for alternative service delivery models relevant to Rockville; and (5) recommendations on how the City can best leverage its resources, including which services should be delivered in the future and how they should be provided, with cost projections and an implementation plan.

BACKGROUND INFORMATION

Community Profile

With a population of 52,375, Rockville is the fifth largest city in Maryland. Serving as the county seat of Montgomery County, Rockville occupies 13.5 square miles and is located 12 miles northwest of the nation's capital.

There are approximately 19,895 households with a median household income of \$73,275. Almost 30 percent of Rockville households had incomes in excess of \$100,000 in 1999. In contrast, 8.5 percent or 1,456 households earned less than \$15,000. The Census placed the poverty threshold at \$17,603 for 1999 with a poverty rate for Rockville of 7.6 percent (as compared with 5.4 percent for Montgomery County). According to another indicator of poverty, the percentage of Rockville school-age children who qualified for Free and Reduced-price Meals

(FARMS) in 2000-01 was 16.3 percent, compared with 21.6 percent for Montgomery County. To qualify for the program that year, a family of four had an annual income of \$32,653 or less.

Just 33 percent of Rockville households include children younger than 18 years. Fifteen percent of these households with children (865 households) are headed by single women.

According to Census 2000 data, 32 percent of Rockville residents are African American, Asian or from two or more races. Asians are the largest ethnic minority in Rockville at 14.8 percent. The Census also found that 11.7 percent of Rockville residents identified themselves as Hispanic or Latino, making them the second largest minority in Rockville; this was an increase of over 50 percent from 1990. African Americans are the third largest minority in Rockville at 9.1 percent.

Thirty-one percent of Rockville residents (14,644) were foreign-born according to Census 2000. Of this number, half (8,365) were recent immigrants, having entered the country between 1990 and March 2000. Approximately 48 percent of these immigrants were born in Asian countries; 30 percent were from Latin America.

Provision of Human Services to Rockville Residents

Montgomery County is the main government provider of human services to Rockville residents, ranging from public health to income support, homelessness assistance, child protective services, adult (senior) protective services and in-home assistance, mental health and substance abuse treatment. The County contracts with local nonprofit agencies to provide many of these services, although County employees deliver most income support and protective services and some mental health and addiction services. The City generally views itself as the provider of last resort when it comes to the provision of "safety net" services to prevent evictions and utility shutoffs, but the City has also served as the Youth Service Bureau for Rockville residents since 1974, under contracts with the County and State, providing prevention and early intervention services for children at risk of school failure and/or juvenile delinquency. Rockville is also fortunate that many nonprofit organizations provide human services to Rockville residents, utilizing funding from a variety of sources including the County, City, United Way, local foundations and religious organizations.

DESCRIPTION OF CITY SERVICES

Youth and Family Services

Serving as the Youth Service Bureau for Rockville, this Division provides a full range of programs and social services to troubled and needy youth, families, and their communities. For Fiscal Year 2006, the Division's proposed budget totals \$794,843.00 and includes 9.5 FTE positions. The staff identifies and develops programs and activities to address the needs of residents who have psychological and socio-economic barriers that affect their academic success and works closely with county, state, public, and private agencies and businesses to coordinate community programs and services. These community and school-based programs provide prevention, intervention, empowerment, counseling, outreach, and information and referral services. Services are confidential and offered free of charge to the uninsured. Any family or

youth who lives in the City of Rockville or attends one of the fifteen schools in the Richard Montgomery, Rockville and Wootton High School clusters is eligible to apply for these services. The Division also conducts eligibility screening for the Rockville Emergency Assistance Program.

Community Programs and Administration Division

In addition to these direct service programs, the City provides grants to <u>local private nonprofit</u> <u>agencies</u> to provide housing, health care, and supportive services to Rockville residents. This Division coordinates the annual grant application process, receives and processes reimbursement requests, compiles quarterly service utilization reports, and conducts formal site visits. This Division also provides staff support to the Human Services Advisory Commission, coordinates the City's annual Holiday Drive, and assists staff of the Youth and Family Services Division to secure funding for their programs. For Fiscal Year 2006, the Division's proposed budget totals \$475,520.00 and includes 5 FTE positions.

Human Rights/Community Mediation

Human Rights and Community Mediation is designed to assist in resolving conflicts that arise in the Rockville community. Mediation sessions may involve disputes between neighbors, roommates, co-workers, a patron and business, and organizations. This program also provides staff support to the Human Rights Commission, which handles allegations of discrimination and Americans With Disabilities concerns in the City of Rockville. Located in the City Manager's office, the program's proposed budget for Fiscal Year 2006 is \$113,112.00 and includes 1 FTE. The Montgomery County Community Mediation Center provides similar services to all county residents except those in Rockville and Takoma Park.

Landlord/Tenant Program

The Landlord Tenant Specialist administers, implements and adjudicates Landlord/Tenant issues. Complaints and other inquiries are received and advice and assistance is offered to both the Landlord and the Tenant. The Landlord/Tenant Specialist decides the appropriate action necessary to address such issues and refers cases to the Landlord/Tenant Commission as appropriate. Funds for this position are included in the budget of the City's Division of Community Enhancement and Code Enforcement, which is part of the Police Department.. Montgomery County also has an Office of Landlord-Tenant Affairs as well as a Commission on Landlord/Tenant Affairs.

SCOPE OF WORK

Background

For several years ending March 2005, these programs and services were housed within the Department of Neighborhood & Community Services. The Department was created in late 2001 when four divisions were moved from other departments to form a new entity to address neighborhood concerns in a more coordinated way. The Division of Community Programs and

Administration and the Division of Youth and Family Services had previously formed the Department of Community Services. The Division of Community Enhancement and Code Enforcement was originally located in the Department of Community Planning and Development Services. The Neighborhood Resources Division had been located in the City Manager's Office. For several years prior to creation of the Department of Neighborhood & Community Services, these four divisions were supervised by the Chief of Police.

The original Director of Neighborhood and Community Services left in October 2004. Prior to refilling the position, the Rockville City Manager commissioned a consultant to assess the needs, issues and challenges facing the department. However, the consultant recommended a reorganization of the department that resulted in moving two of the divisions to other City departments. (The Neighborhood Resources Program was moved back to the City Manager's Office while the Division of Community Enhancement and Code Enforcement was moved to the Police Department.) The consultant also recommended a more in-depth organizational analysis be conducted to determine whether the remaining programs are effectively addressing identified City needs and how services should be delivered in the future.

Purpose

The City of Rockville's objective is to engage the services of a qualified professional or firm that is experienced in conducting needs assessment studies related to the provision of human services and/or organizational assessments of public agencies that provide human service programs.

The purpose of this study and analysis is to answer and address the following questions:

- 1) Are we targeting the right problems and reaching the right populations?
- 2) Are the services we are providing helping address/solve the problems?
- 3) Are services being provided in the most effective manner?
- 4) Are services being delivered in the most cost effective manner?
- 5) What other programs or entities are providing these services? Are they providing the services more effectively?
- 6) What alternative service models are being used to effectively address the problems?

Resources

The consultant will be furnished with background materials that describe the history, funding requirements and activities of the programs and services covered in this analysis, as well as copies of recent needs assessment studies, task force reports and other relevant materials.

Data Collection

The consultant will collect data through documents, observation, interviews, focus groups, and field surveys. Staff of the Community Services Department and City Manager's Office will be available to assist with data gathering, identification of service consumers and stakeholders, and scheduling of interviews and focus group meetings, under the direction of the consultant.

Deliverables

1) Assessment of Human Service Needs

A written assessment of human service needs, deficiencies and opportunities facing Rockville residents, based on demographic statistics, surveys, and focus group feedback. This assessment should document the extent of need for youth prevention/early intervention services, emergency assistance, community mediation, and landlord/tenant services in Rockville. The assessment report should describe the study methods and summarize the data as well as the organizations and individuals contacted.

2) Assessment of Existing Programs

The report should document what programs currently are available to Rockville residents that address the needs, deficiencies and opportunities identified through the assessment, including programs operated by the City, Montgomery County and local nonprofit social service agencies. The report should include a summary list of the organizations and individuals contacted.

3) Analysis and Evaluation of City's Role and Effectiveness

An organizational analysis of the City's current staffing and management structure, workload distribution together with an evaluation of the effectiveness of current programs, utilizing available program performance data and in comparison with relevant benchmarks and best practices. The analysis and evaluation should assess whether current programs are helping address or solve identified needs and whether they are being provided in the most effective and cost-effective manner. The analysis and evaluation should also describe the methods used and organizations and individuals contacted.

4) Options for Alternative Service Delivery Models

A report of options for alternative service delivery models relevant to and financially feasible for Rockville, including information on the costs for operating each model and a discussion of the pros and cons of implementing in Rockville.

5) Recommendations and Implementation Plan

A written report of recommendations on how the City can best leverage its resources, including which services should be delivered in the future and how they should be provided, with cost projections and an implementation plan.

CONTRACT AWARD AND COMMENCEMENT

The approximate award date for the contract is Tuesday, June 21, 2005. The project shall commence on or before Tuesday, July 5, 2005. Completion of the study is scheduled for

Tuesday, November 1, 2005, with presentation to the Mayor and Council on Monday, December 5, 2005.

TIMETABLE FOR COMPLETION OF PROJECT

All tasks should be completed and deliverables submitted within the following schedule. In addition, upon the award of the contract, the consultant shall provide a work schedule by task and project timeline, which shall include periodic progress reports on the project's status.

Pre-Proposal Meeting Monday, May 16, 2005 Thursday, May 19, 2005 Addenda Posted on City's Website (if required) Request for Proposal Due Date Tuesday, May 31, 2005 Work schedule of tasks and project timeline approved Thursday, June 30, 2005 Progress report on needs assessment due Friday, August 26, 2005 Progress report on organizational analysis due Friday, September 16, 2005 Draft of deliverables presented to staff Friday, October 14, 2005 Comments to consultant for clarification and/or revision Friday, October 21, 2005 Tuesday, November 1, 2005 Final report Presentation to staff Thursday, November 3, 2005 Tuesday, November 8, 2005 Presentation to City Commissions Presentation to Mayor and Council Monday, December 5, 2005

ALTERNATE COMPLETION SCHEDULE

If offerors are unable to meet the timetable for completion of the project, the offeror may, without prejudicing evaluation of his proposal, propose an alternate timetable for completion of the project. The City reserves the right to award a contract under either the stated completion schedule or the proposed alternate completion schedule. If the offeror proposes no other completion schedule, the stated completion schedule stated above will apply.

MEETINGS

In addition to focus groups and other meetings to collect data, the consultant shall include in his proposal the cost for attending seven meetings with City staff as follows:

- 1. Project kick-off meeting upon award of contract.
- 2. Negotiation of work schedule of tasks and project timeline.
- 3. Discussion of progress report on needs assessment (2).
- 4. Discussion of progress report on organizational analysis (2).
- 5. Final study review prior to oral presentations.

Consultant shall include in his proposal an hourly rate should additional staff meetings be required.

PRODUCT DELIVERABLES

Upon completion of the study and final review by the City staff, the consultant will:

- 1. Deliver 15 copies of the deliverables to the City.
- 2. Provide an electronic version of study in MS Word or Adobe Acrobat format.
- 3. Conduct three oral presentations of findings, one for staff, one for City Commissions, and one for the Mayor and Council.

Consultant shall include in his proposal an hourly rate should additional oral presentations be required.

PROPOSAL SUBMITTAL INSTRUCTIONS

One (1) original and eight (8) copies of the proposal, marked "RFP#56-05, COMMUNITY SERVICES NEEDS ASSESSMENT AND ORGANIZATIONAL ANALYSIS" must be submitted to and received no later than 3:00 P.M., TUESDAY, MAY 31, 2005, by the Purchasing Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Contracts Officer.

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of your proposal must contain the following elements organized into separate chapters and sections, as deemed appropriate.

- Understanding the City's Requirements
- Approach and Work Plan
- Project Team Qualifications and Experience
- Firm Experience and Capabilities
- References
- Cost Proposal

These elements parallel the basis of the City's proposal evaluation criteria. The following section provides guidelines to each firm for information to include in the proposal.

UNDERSTANDING THE CITY'S REQUIREMENTS

This section should confirm your understanding of the RFP and the planned project. In addition, it should clearly outline the scope and objectives of your proposed assistance as it relates to the scope and objectives of the total project and the requested product deliverables.

APPROACH AND WORK PLAN

Describe your recommended approach and work plan regarding the assistance your firm will provide. You should clearly distinguish tasks that your firm will undertake as distinguished from those which are the responsibility of the City. Absence of this distinction will mean your firm is fully assuming responsibility for all tasks.

The proposal must address in depth how you plan to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" section of this RFP. The work plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The work plan also must include a task-by-task schedule of the time required to complete the project. The proposal should also discuss documentation and/or authorization, which will be required from the City, anticipated problem areas, proposed solutions to the problem areas, etc.

Work plan steps should be supported by the proposed hours you agree to commit to assist the City, plus the hours and resources required by our staff to assist. You should clearly specify who has primary responsibility for each work plan element – you or the City's staff.

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

This section must include the qualifications of the staff you will assign to this project once your firm is selected. At a minimum, the proposal should:

- Designate a project manager,
- Include the organization, functional discipline, and responsibilities of project team members, and
- Provide a complete resume or description of each team member's education, professional experience, length of time employed by your firm and/or a subcontractor.

The City will throughout the life of this contract have the right of reasonable rejection and approval of staff or subconsultants assigned to the project by the consultant. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or subconsultants, the consultant must provide replacement staff or subconsultants satisfactory to the City in a timely manner and at no additional cost to the City.

No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the City.

The proposing firm shall clearly state if it is proposing to subcontract any of the work herein. The names of all subcontractors together with a description and percentage of the work being subcontracted are to be provided. The consultant assumes full liability for the performance of all subcontractors.

The proposal must indicate similar projects that have been completed by the members of the team.

FIRM EXPERIENCE AND CAPABILITIES

The purpose of this section is to provide the City with an overview description of your firm, plus your firm's commitment to the services set forth in this RFP and/or government clients in general. Please address the following:

- Summarize the organizational structure and size of your firm plus its date of organization and current principal place of business.
- Describe in detail your firm's experience with similar projects.
- Describe any specific experience or familiarity with the City of Rockville.
- Provide one or two samples of recent reports prepared for a project similar to the City's.
- Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications.

Also specify, in a similar manner with references, etc., the qualifications of all subcontractors to be used in this proposed project.

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the

investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the City, the City reserves the right to reject the proposal.

REFERENCES

This section of your proposal should:

- List or describe representative clients currently or recently served focusing on clients similar in size and complexity to the City of Rockville.
- Provide the current name, address, telephone number, and contact person of at least six specific references (preferably local governments) your firm has served either currently or in the past six years; preferably those where one or more of the members of your project team provided the same or similar services as requested herein.
- Indicate the scope of services provided to each referenced client.

PROPOSAL COSTS

It is the intent of the City of Rockville to enter into a contractual agreement with the selected consultant based upon the scope of services outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations. The proposal should contain the total cost of your proposed services.

- Provide a lump sum fee proposal for completing the services described herein.
- Provide an estimate of the hours and hourly rates that will be required by various levels of your staff to complete the services and all major deliverables described herein.
- Identify all non-labor costs including travel, data processing, forms, fax transmissions, telephone calls, printing, and all other expenses or incidentals. No additional payment will be made for travel expenses.
- Provide hourly rates for additional staff meetings beyond those provided for in the specifications.
- Provide hourly rates for additional oral presentations beyond those provided for in the specifications.

HOURLY RATES

The hourly rates bid shall include all profits, fees, and other personnel expenses.

COST REDUCTION/SAVINGS

It is the City's intent that this request for proposal permit maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted would reduce project costs, and generate additional cost savings. Offerors should also identify any aspect of the specifications which is contributing unnecessarily to increased project cost.

AFFIDAVIT FORM

Complete and return the enclosed Non-Conviction/Collusion Affidavit form with your proposal.

CONTRACT ADMINISTRATOR

The designated contract administrator for this project is Ms. Mary Lou Jacobs, Interim Director of Community Services.

COMPENSATION

The consultant will be paid monthly within 30 days upon submission of an acceptable and approved invoice. Invoice shall include a detailed breakdown of all charges for that monthly period.

OWNERSHIP OF DOCUMENTS

All products developed related to the project (studies, graphics, etc.) and delivered to the City shall become the property of the City.

EVALUATION AND AWARD

All proposals will be reviewed by an evaluation committee. The committee members will independently evaluate the proposals based on the following criteria associated point values:

A	Project understanding, proposed approach, and methodology	25
В	Experience conducting organizational and service delivery assessments	25
C	Project organization and technical qualifications of the persons assigned to the project	25
D	References	10
E	Cost of Services	<u>15</u>
	Maximum Points	100

The evaluation committee will evaluate the proposals from information on hand and may also ask questions to clarify information from offerors as required. A composite rating will be developed which indicates the offeror's collective ranking of the highest rated proposals in a descending order. At this point, the committee may conduct interviews with only the top ranked firms. Key personnel listed in the proposal are required to attend the presentation.

When the evaluation committee has tentatively selected a consultant, the committee may request a conference to discuss the project in greater detail, clarify specific areas of the proposal, and/or to discuss/negotiate the final proposal price prior to making a final recommendation for award. The City of Rockville reserves the right to reject any and all proposals and to accept the proposal the City considers most advantageous. After the selection, all respondents will be notified of the results.

Final approval will be made by the Mayor and Council based on the recommendation of the evaluation committee. All proposals will become the property of the City.



CITY OF ROCKVILLE MARYLAND GENERAL CONDITONS AND INSTRUCTIONS TO BIDDERS (PROPOSAL 4/04)

 <u>PREPARATION</u> All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

- LATE BIDS It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
- 3. <u>BID AWARD</u> The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
- 4. <u>ADDENDA</u> All addenda issued after the Request for Quotations and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods; it is the responsibility of the vendor to make inquiry as to addenda issued:
 - Return a copy of the addenda with the bid
 - Initial in person at City Hall receipt of the addenda
- 5. <u>ACCEPTANCE/REJECTION OF BIDS</u> The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City. The City will accept or reject bids within ninety (90) days after the bid due date. Bids may not be withdrawn during that period.
- 6. MULTI-YEAR BIDS Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

- 7. ERRORS IN BIDS When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
- <u>BID WITHDRAWAL</u> Requests for withdrawal of bids prior to bid opening shall be transmitted to the contract officer in writing.
- 9. <u>MISTAKES</u> Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
- 10. INTEREST IN MORE THAN ONE BID AND **COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
- 11. TERMS AND CONDITIONS

 The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
- 12. EXECUTION OF CONTRACT The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
- 13. PRINCIPAL PERSONNEL Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement.
- 14. PRICE ADJUSTMENTS (CPI) Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2

year period is subject to approval or rejection by the Contract Officer. The Consultant shall submit to the Contract Officer sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

- 15. <u>INTERPRETATION</u> Any questions concerning conditions and specification shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The contractor shall take no advantage of any error or omission in the specifications.
- 16. <u>DELIVERY</u> All time limits stated in the contract documents are of the essence. The contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
- 17. PAYMENT Payment will be made monthly upon receipt of an accepted invoice, submitted in duplicate to:

 City of Rockville

Attn: Accounts Payable Division 111 Maryland Avenue Rockville, Maryland 20850

All invoices must reference a Purchase Order Number. Payment will be made upon inspection and/or testing of all items for compliance with specifications and in satisfactory condition. Should inspection delays occur, the contractor shall have thereby no claim for damages or extra compensation. Discounts shall be applicable from the date of acceptance of the materials rather than the date of the invoice.

18. DELAYS/EXTENSION OF TIME If the contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

19. TERMINATION FOR DEFAULT The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may

be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 20. TERMINATION FOR CONVENIENCE
 performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those goods and services furnished prior to the effective date of such termination.
- 21. <u>CHANGES</u> The City, without invalidating the contract, may order written changes in the work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Contract Officer

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the work shall be determined by mutual agreement. The contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

22. EXTRA COSTS If the contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

23. GUARANTEE All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Contract Manager before final payment is made.

The contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent

and are suitable for the intended purpose as far as the contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

24. DEFECTIVE SUPPLIES/SERVICE Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor.

If the work shall be found to be defective or to have been damaged, before final acceptance, the contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or neglect of the contractor.

- 25. <u>LEGAL REQUIREMENTS</u> All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.
- 26. <u>SUBCONTRACTING</u> When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

27. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

28. AUTHORITY OF THE CITY MANAGER IN DISPUTES Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the contractor in writing of his determination. The contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the contractor shall proceed diligently with performance under the agreement signed by the City and the contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- 29. INDEMNIFICATION OF THE COUNCIL

 contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the contractor, or subcontractors or agents of the contractor.
- **30.** NO LIMITATION OF LIABILITY The mention of any specific duty or liability of the contractor in any part of the of specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the contractor.
- 31. PROPRIETARY INFORMATION. The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
- **32. RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
- 33. PATENTS AND ROYALTIES Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City of Rockville.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

34. MISCELLANEOUS PROVISIONS

The City and the contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom

it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

The contractor shall not be permitted to do any work which will require the services of any City employee on City holidays, Saturday or Sunday unless authorized by the appropriate City supervisor.

- 35. ETHICS REQUIREMENTS In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner. remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
- 36. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
- 37. EQUAL EMPLOYMENT OPPORTUNITY contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the contractor will permit access to the contractor's books, records and accounts. If the City Manager concludes that the contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

- **38.** LANGUAGE If applicable, the contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the contractor's employees or agents are at the site.
- 39. ASSIGNMENT Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the City.
- **40. INSURANCE** Prior to the execution of the contract, the Contractor must obtain at their expense and keep in force and effect during the term of the contract including all extensions, the insurance specified below, with an insurance company licensed or qualified to do business in the State of Maryland. The Contractor must submit to the Purchasing division a certificate of insurance prior to the start of any work. The certificate must show the quotation number and name of the project. The Mayor and Council, City of Rockville must be named as an additional insured on all liability policies. Sixty (60) days written notice to the City of cancellation or material change in the policy is required. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

Commercial General

Bodily Injury \$500,000 each Liability Insurance

occurrence

Property Damage \$100,000

each occurrence

Blanket Contractual Coverage

occurrence

Bodily Injury \$500,000 each Property Damage \$100,000

each occurrence

Independent Contractor Bodily Injury

\$500,000 each Coverage

occurrence Property Damage

\$100,000 each occurrence

Products and Completed \$500,000 Operations Coverage aggregate (combined limit applicable to

Bodily Injury

and Property Damage)

Personal Injury Coverage (Sections A, B, and C) \$500,000 aggregate

Workman's Comp Insurance Section A – Statutory limits State of Maryland Section B – Employer's Liability

(\$100,000 each accident)

Comprehensive

Automobile Bodily Injury
Liability Insurance \$250,000 each
person

\$500,000 each occurrence

(Applicable to owned, non-owned and hired vehicles)

Property Damage \$300,000 each occurrence

<u>Professional Liability</u> <u>Insurance</u>

\$200,000 covering acts or omissions of the Contractor

The Contractor shall not commence any work under the Contract until a written Purchase Order is received from the Contract Officer

Alternative insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

AFFIDAVIT

I hereby affirm that:					
I am the and the dul	y authorized representative of the firm of				
whose address is					
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.					
I further affirm: AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY	Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services,				
1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:	architectural services, construction related services, leases of real property, or construction. I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the				
 A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following: bribery, attempted bribery, or conspiracy to bribe. a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract. fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property. a criminal violation of an anti-trust statute. 	Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.				
(5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in	NON—COLLUSION AFFIDAVIT				
connection with the submission of bids or proposals for a public or private contract. (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.	 Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid; 				
(7) conspiracy to commit any of the foregoing.	2. Such bid is genuine and is not a collusive or sham bid				
B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph. C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.	3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly				
D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.	or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy,				
2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their	connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and				
position with the firm, and the sentence or disposition, if any]	4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.				

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Date

from contracting with a public body under Title 16 of the State

Signature and Title_

AGREEMENT

THIS AGREEMENT, made this	day of _	, 2005 by and between the MAYOR
AND COUNCIL OF ROCKVILLE, a	municipal c	corporation organized under the laws of
Maryland, hereinafter referred to as the "	CITY", and	l (consultant name) hereinafter referred to as
"CONTRACTOR".		

WITNESSETH

WHEREAS, the City desires a contractor to provide (enter) services for the (project name); and

WHEREAS, the City desires to employ the services of the Contractor to perform said services in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

- 1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in Exhibit A attached hereto as a part hereof. In the event any term of the attached exhibit conflicts with this Agreement, this Agreement shall prevail. Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession (b) in compliance with such standards and practices as are prevalent in the geographic area where the property is located, and (c) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.
- 2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.
- 3. DOCUMENTS, ETC. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or its subcontractors shall become the property of the City.
- 4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.
- 5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.
- 6. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the

Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed.

- 7. TIME OF ESSENCE. The Consultant acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service. (enter completion date if applicable)
- 8. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a prorata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of Competent Jurisdiction.
- 9. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.
- 10. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.
- 11. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.
- 12. INSURANCE. The Contractor shall carry insurance with limits as outlined under the attached Insurance Requirement document and shall provide to the City a certificate evidencing the same.
- 13. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

- 14. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.
- 15. GOVERNING LAW. This agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.
- 16. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.
- 17. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.
- 18. PAYMENT TERMS. Compensation shall be made by the City to the Contractor on a monthly basis. The fee for the work to be performed hereunder as set forth in the attached Exhibit A is in the amount not to (contract lump sum or NTE price). In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation
- 19. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the (enter name).
- 20. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.
- 21. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST	ROCKVILLE
Claire Funkhouser, City Clerk	By: Scott Ullery, City Manager
ATTEST	(Consultant Name)
	By:
	Name:
	Title:
Approved as to form and legality:	
David R. Podolsky, Assistant City Atto	<u> </u>